



North West Construction Hub **Engineering & Professional Services** User Guide

Version:1.3

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Introduction

This Guide is intended to inform clients about the Engineering and Professional Services (EPS) Framework and how it can be accessed and used. Utilisation of consultant partners from this framework is described in this Guide, which makes cross references to key framework tender and contract documents, forming the legal basis upon which services may be selected. The Guide is accompanied by all relevant documentation that clients will need to inform themselves that the services have been properly procured and how they are structured, the consultants that are on the framework, and what the process is and how to use it.

The Guide will communicate to prospective clients what is on offer, allowing the client to assess whether it will work for them (if necessary with advice from legal / procurement advisors). It spells out the roles and responsibilities of the three main parties to the framework, i.e., Consultants on the Framework, Clients, and the North West Construction Hub (NWCH).

It is expected that representatives from client organisations using this framework have adequate knowledge and expertise in procurement matters and, as such, would procure the desired services in an appropriate manner. If in any doubt, it is recommended that they engage the support of procurement / legal specialists from within their own organisation.

Please contact nwch@manchester.gov.uk if you need further information or help.

EPS – A Brief Outline & Scope of Services

EPS is a framework for public sector organisations in the North West region, which provides for the selection of professional services relating to the following nine specialist areas of work:

Discipline

- Project & Programme Management
- Regeneration/Landscaping/Artisan
- Architectural Design
- Sustainability & Environment
- Valuation & Market Analysis
- Mechanical/Electrical/Building Services
- Quantity Surveying
- Building Surveying
- Multi Discipline Services

Procurement of the Framework

The Framework has been procured by NWCH for use by any public sector organisation in the North West region (Cumbria, Lancashire, Greater Manchester, Merseyside and Cheshire). The procurement process was via a full OJEU restricted procedure and there were no legal challenges to the process.

EPS – A Brief Outline & Scope of Services

The delivery of services is structured around a lot matrix based on service type (as per the nine services listed above), region or sub region and fee value bands. See below for a full list of the lots under the framework.

Lot 1 - Project & Programme Management, Low (fees up to £50,000) North West
Lot 2 - Project & Programme Management, Medium (fees £50,000 - £150,000) North West
Lot 3 - Project & Programme Management, High (fees £150,000+) North West
Lot 4 - Regeneration/Landscaping/Artisan, Low (fees up to £50,000), Cumbria
Lot 5 - Regeneration/Landscaping/Artisan, Low (fees up to £50,000), Lancashire
Lot 6 - Regeneration/Landscaping/Artisan, Low (fees up to £50,000), Gtr Manchester
Lot 7 - Regeneration/Landscaping/Artisan, Low (fees up to £50,000), Merseyside
Lot 8 - Regeneration/Landscaping/Artisan, Low (fees up to £50,000), Cheshire
Lot 9 - Regeneration/Landscaping/Artisan, Medium (fees £50,000 - £150,000), Cumbria
Lot 10 - Regeneration/Landscaping/Artisan, Medium (fees £50,000 - £150,000), Lancashire
Lot 11 - Regeneration/Landscaping/Artisan, Medium (fees £50,000 - £150,000), Gtr Manchester
Lot 12 - Regeneration/Landscaping/Artisan, Medium (fees £50,000 - £150,000), Merseyside
Lot 13 - Regeneration/Landscaping/Artisan, Medium (fees £50,000 - £150,000), Cheshire
Lot 14 - Regeneration/Landscaping/Artisan, High (fees £150,000+), North West
Lot 15 - Architectural Design, Low (fees up to £50,000), Cumbria
Lot 16 - Architectural Design, Low (fees up to £50,000), Lancashire

EPS – A Brief Outline & Scope of Services

Lot	17 - Architectural Design, Low (fees up to £50,000), Gtr Manchester
Lot	18 - Architectural Design, Low (fees up to £50,000), Merseyside
Lot	19 - Architectural Design, Low (fees up to £50,000), Cheshire
Lot	20 - Architectural Design, Medium (fees £50,000 - £150,000), Cumbria
Lot	21 - Architectural Design, Medium (fees £50,000 - £150,000), Lancashire
Lot	22 - Architectural Design, Medium (fees £50,000 - £150,000), Gtr Manchester
Lot	23 - Architectural Design, Medium (fees £50,000 - £150,000), Merseyside
Lot	24 - Architectural Design, Medium (fees £50,000 - £150,000), Cheshire
Lot	25 - Architectural Design, High (fees £150,000+), North West
Lot	26 - Sustainability & Environment, Low (fees up to £50,000) North West
Lot	27 - Sustainability & Environment, Medium (fees £50,000 - £150,000) North West
Lot	28 - Sustainability & Environment, High (fees £150,000+) North West
Lot	29 - Valuation & Market Analysis, Low (fees up to £50,000) North West
Lot	30 - Valuation & Market Analysis, Medium (fees £50,000 - £150,000) North West
Lot	31 - Valuation & Market Analysis, High (fees £150,000+) North West
Lot	43 - Mechanical/Electrical/Building Services, Low (fees up to £50,000), Cumbria
Lot	44 - Mechanical/Electrical/Building Services, Low (fees up to £50,000), Lancashire

EPS – A Brief Outline & Scope of Services

Lot 45 - Mechanical/Electrical/Building Services, Low (fees up to £50,000), Gtr Manchester
Lot 46 - Mechanical/Electrical/Building Services, Low (fees up to £50,000), Merseyside
Lot 47 - Mechanical/Electrical/Building Services, Low (fees up to £50,000), Cheshire
Lot 48 - Mechanical/Electrical/Building Services, Medium (fees £50,000 - £150,000), Cumbria
Lot 49 - Mechanical/Electrical/Building Services, Medium (fees £50,000 - £150,000), Lancashire
Lot 50 - Mechanical/Electrical/Building Services, Medium (fees £50,000 - £150,000), Gtr Manchester
Lot 51 - Mechanical/Electrical/Building Services, Medium (fees £50,000 - £150,000), Merseyside
Lot 52 - Mechanical/Electrical/Building Services, Medium (fees £50,000 - £150,000), Cheshire
Lot 53 - Mechanical/Electrical/Building Services, High (fees £150,000+), North West
Lot 54 - Quantity Surveying, Low (fees up to £50,000), Cumbria
Lot 55 - Quantity Surveying, Low (fees up to £50,000), Lancashire
Lot 56 - Quantity Surveying, Low (fees up to £50,000), Gtr Manchester
Lot 57 - Quantity Surveying, Low (fees up to £50,000), Merseyside
Lot 58 - Quantity Surveying, Low (fees up to £50,000), Cheshire
Lot 59 - Quantity Surveying, Medium (fees £50,000 - £150,000), Cumbria
Lot 60 - Quantity Surveying, Medium (fees £50,000 - £150,000), Lancashire
Lot 61 - Quantity Surveying, Medium (fees £50,000 - £150,000), Gtr Manchester
Lot 62 - Quantity Surveying, Medium (fees £50,000 - £150,000), Merseyside

EPS – A Brief Outline & Scope of Services

Lot 63 - Quantity Surveying, Medium (fees £50,000 - £150,000), Cheshire
Lot 64 - Quantity Surveying, High (fees £150,000+), North West
Lot 65 - Building Surveying, Low (fees up to £50,000), Cumbria
Lot 66 - Building Surveying, Low (fees up to £50,000), Lancashire
Lot 67 - Building Surveying, Low (fees up to £50,000), Gtr Manchester
Lot 68 - Building Surveying, Low (fees up to £50,000), Merseyside
Lot 69 - Building Surveying, Low (fees up to £50,000), Cheshire
Lot 70 - Building Surveying, Medium (fees £50,000 - £150,000), Cumbria
Lot 71 - Building Surveying, Medium (fees £50,000 - £150,000), Lancashire
Lot 72 - Building Surveying, Medium (fees £50,000 - £150,000), Gtr Manchester
Lot 73 - Building Surveying, Medium (fees £50,000 - £150,000), Merseyside
Lot 74 - Building Surveying, Medium (fees £50,000 - £150,000), Cheshire
Lot 75 - Building Surveying, High (fees £150,000+), North West
Lot 76 - Multi Discipline Services, Low (fees up to £50,000) North West
Lot 77 - Multi Discipline Services, Medium (fees £50,000 - £150,000) North West
Lot 78 - Multi Discipline Services, High (fees £150,000+) North West

EPS – A Brief Outline & Scope of Services

The EPS Framework is an overarching agreement through which any public sector organisation in the North West can select a service or services from a range of providers and enter into an individual contract based on the *EPS Third Party Drawdown Contract* agreement with that provider, according to the terms and conditions of the Framework Agreement.

NWCH Engineering & Professional Services – Scope of Services

There are nine disciplines within this consultancy framework; the information in this section provides an overall description of the scope of services required.

Project and programme management (applies to Lots 1 – 3) – Project and Programme Management Service to act on behalf of the Client to include upgrading and refurbishment of the land and premises, land remediation, infrastructure and development,, Business /Economic Support & Operating, European Regional Develop Funding, actions plans, Risk Management, Science and Research, Leisure and Tourism, Information Technology and Strategy Development,, Management of Procurement, Preparation of work packages suitable to tender, Monitoring of Construction Works, Health Safety Environment Management (Health Safety Environment Management Services include but are not limited to CDM Advisory/Consultancy Services), Gateway Reviews, Knowledge Transfer, Share Best Practice, Skills / Training Delivery.

Regeneration/Landscaping/Artisan (applies to Lots 4 – 14) – Includes, reporting on Area Regeneration Studies, Master Plans and Sub-regional Strategies, Landscape/Townscape analysis, Town / Master planning, Urban Design & Guidance, Feasibility Studies, Site Appraisals, Preparation of work packages suitable to tender, Planning Applications, Landscape design, Public Art, Procurement, Presentation Visualisations, Advice on Best Practice & Government Policy, Monitoring of Construction Works, Adoption works, Heritage, Landscape Studies, Community Engagement, Sustainability, Transport Planning & Studies, Liaison with Dependant Parties, Training.

EPS – A Brief Outline & Scope of Services

Architectural Design (applies to Lots 15 – 25) – Production of affordable and sustainable architectural building design, RIBA plan, project briefs, specifications, design guides and design codes, planning applications and building control applications, Breeam assessments, infrastructure studies, design audit, historic estate advice, DDA & access arrangements, design quality, whole life cost, regeneration, energy conservation and sustainability advice and implementation, preparation of work packages suitable to tender, procurement management, monitoring of construction works, health safety environment management (Health Safety Environment Management Services include but are not limited to CDM Advisory/Consultancy Services), training.

Sustainability & Environment (applies to Lots 26 – 28) – Sustainability Innovation, Buildings, Communities; Environment Management Services, Carbon Reduction, Impact Assessment, Advice on Best Practice & Government legislation, Feasibility Studies, Marketing Events, Site Safety and Regulatory Assessments, Contaminated Land, Waste Management, Land Reclamation & Remediation Management, Ecology, Archaeology, Sustainability Development, Renewable Energies, BREEAM, CEEQUAL Environmental Technologies and Services, Pollution Control, Flooding, Invasive Weed, Noise and Air Quality, Rural and Coastal Issues, Health, Design, Regeneration and skills, Whole Life Cost Considerations, Sustainable Procurement, Preparation of work packages suitable to tender, Monitoring of Construction Works, Training.

Valuation and Market Analysis (applies to Lots 29 – 31) – Includes Acquisitions, Compulsory Purchase, Valuation, Strategic advice, Development & Funding and Asset Management, Market strategies, Market Design.

Mechanical/Electrical/Building Services (applies to Lots 43 – 53) – Production of Affordable and Sustainable Engineering Design, upgrading and refurbishment projects, Asset Condition Surveys, Design/Management, Feasibility Studies, Utility Assessments, Whole Life Cost Assessment, Electrical Services, Mechanical Services, CCTV and Access Control, Noise Control, Energy Efficiency, Whole Life Cost Considerations, Preparation of work packages suitable to tender, Procurement Management, Monitoring of Construction Works, Health Safety Environment Management (Health Safety Environment Management Services include but are not limited to CDM Advisory/Consultancy Services), Training.

EPS – A Brief Outline & Scope of Services

Quantity Surveying (applies to Lots 54 – 64) – Deliver Affordable and Sustainable refurbishment projects, Commercial or mixed-use developments, Land Remediation, Infrastructure projects, Appraisal work, Direct Development and Post Agreement Monitoring, Whole Life Cost Considerations, Preparation of work packages suitable to tender, Procurement Management, Monitoring of Construction Works, Contract Administration, Health Safety Environment Management (Health Safety Environment Management Services include but are not limited to CDM Advisory/Consultancy Services), Training.

Building Surveying (applies to Lots 65 – 75) – Production of Affordable and Sustainable Building upgrade and refurbishment projects, Preparing Schedules, General Building Condition Surveys, Structural Surveys Preparation of Specifications, Whole Life Cost Considerations, Preparation of work packages suitable to tender, Procurement Management, Monitoring of Construction Works, Health Safety Environment Management (Health Safety Environment Management Services include but are not limited to CDM Advisory/Consultancy Services), Training.

Multi discipline Services (applies to Lots 76 – 78) – Master planning and Urban Design, Architecture, Landscaping, Design Services, Property Services (Property Services include but are not limited to Architects, Quantity Surveying and Building Surveying Services), Strategic development assessments, Presentation Visualisations, Environmental, Sustainability, Archaeology, Ecology, Heritage, Public Art, Project and Programme Management Service to act on behalf of the Client, Health Safety Environment Management (Health Safety Environment Management Services include but are not limited to CDM Advisory/Consultancy Services), Training.

EPS – A Brief Outline & Scope of Services

Objectives / Ethos

The EPS Framework sits alongside the three NWCH Construction Frameworks (High, Medium, and Low Value).

Both Construction and EPS have been set up to operate and deliver to a range of common principles and objectives. Whilst Construction and EPS can be accessed and used independently of each other, it is expected that Constructor Partners and Consultant Partners deliver their services to the North West Public Sector community in a manner aligned to these common principles and objectives, as follows:

Common Principles & Objectives

- For every £1 spent maximise client value and benefit;
- To deliver a high quality, client-focussed service at all times;
- To maximise process, time, and cost efficiencies to give the public sector value for money;
- To work in a partnering / collaborative manner;
- To support client values and objectives;
- Lever as much added value as possible into the service delivery;
- To learn and continuously improve;

EPS – A Brief Outline & Scope of Services

Service Selection

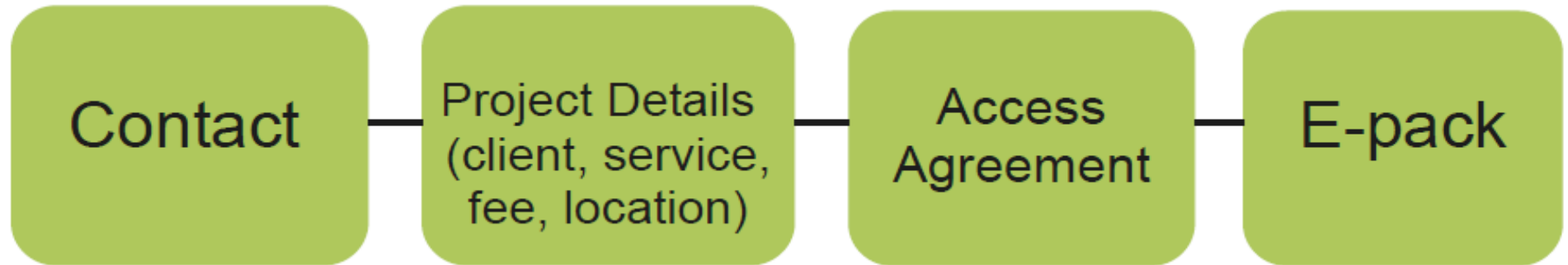
A client begins the service selection process by completing the EPS Learn More Contact Form which can be found on the website, eps-northwest.org.uk. We will provide you with a password to access further learning details (i.e., OJEU, Framework Agreements, Consultant Listings). In order to obtain the specific consultant pricing and contact details, the client will be expected to provide a project description including an outline of service(s) required by discipline, the expected fee level, and project location. Initially, clients will also be required to accept the provisions of and sign an Access Agreement document which can be found on the website, a sample of which is provided at the end of this guide. The NWCH will then issue a consultant information 'e-pack' for the applicable lot(s) to allow the selection to take place.

The e-pack contains,

- Consultants' original tender scores and rankings for relevant lot
- Consultants' contact details for relevant lot
- Framework rates for relevant discipline

The selection process outlined in this user guide must be adhered to due to the sensitive commercial nature of the information contained within the e-packs and as such, the e-packs will be issued only on a project specific basis.

EPS – A Brief Outline & Scope of Services



EPS – A Brief Outline & Scope of Services

With the e-pack, as a client you can:

- Run an Expression of Interest and Mini-competition with the consultants from the Lot which services your need and appoint a winner. Mini-competitions are to be conducted along the same lines as the original framework assessment, i.e. 50 - 50 Quality / Cost.
- Directly appoint a commission to a consultant ranked first in the Lot relevant to your need.
- Base the commercial aspect of any appointment / agreement on the commercial offer made by the appointed consultant, as per their original framework bid, and in accordance with the overall framework agreement.
- Satisfy yourself that whichever appointment route is taken that you are complying with your own organisation's Financial / Procurement regulations re supplier selection / award within the context of an OJEU compliant procured framework.

A consultant will be appointed in compliance with the framework agreement and all of its terms and conditions according to the information prescribed within this EPS Guide. The managers of the framework will monitor performance and activity being undertaken within the framework, and will have knowledge of all commissions. As part of this management, commercial offers from EPS Consultants will be assessed to ensure they align with the agreed Framework rates and the prescribed terms for future adjustment of those rates.

EPS – A Brief Outline & Scope of Services

1. Mini Competition (Default Option)

Expression of Interest (EOI) - Client issues a simple and basic outline brief to all consultants on the Lot relevant to their need, asking if they want to express an interest in engaging in a mini-competition in connection with service delivery as outlined in the brief. All who accept would be sent, and invited to respond to, a Mini-Competition tender document.

Mini-Competition is a streamlined tender document sent out to all interested parties, with the response made by the time, and in the format required by the client. A tender document may contain:

- Background / Introduction to the service requirement
- Key Client requirements
- 50 / 50 Quality / Cost criteria assessment
- Statement of proposed scoring methodology / weighting of scores
- Quality criteria, which may include:
 - CVs of personnel proposed to deliver the service
 - Method statement / programme of proposed service delivery
 - Any added value possibilities relative to the service delivery
- Cost Criteria, which may include:
 - Commercial proposal based on stated framework rates for people proposed multiplied by the task time to undertake the delivery in line with the method statement
 - Commercial proposal could be either fixed price or an actual cost / maximum price, and evidenced to be based on framework rates

Clients then receive and score submissions, after which interviews may be held to clarify issues / validate their proposal. Scoring is then concluded, a winner is selected, client governance approval is obtained, and the appointment is made.

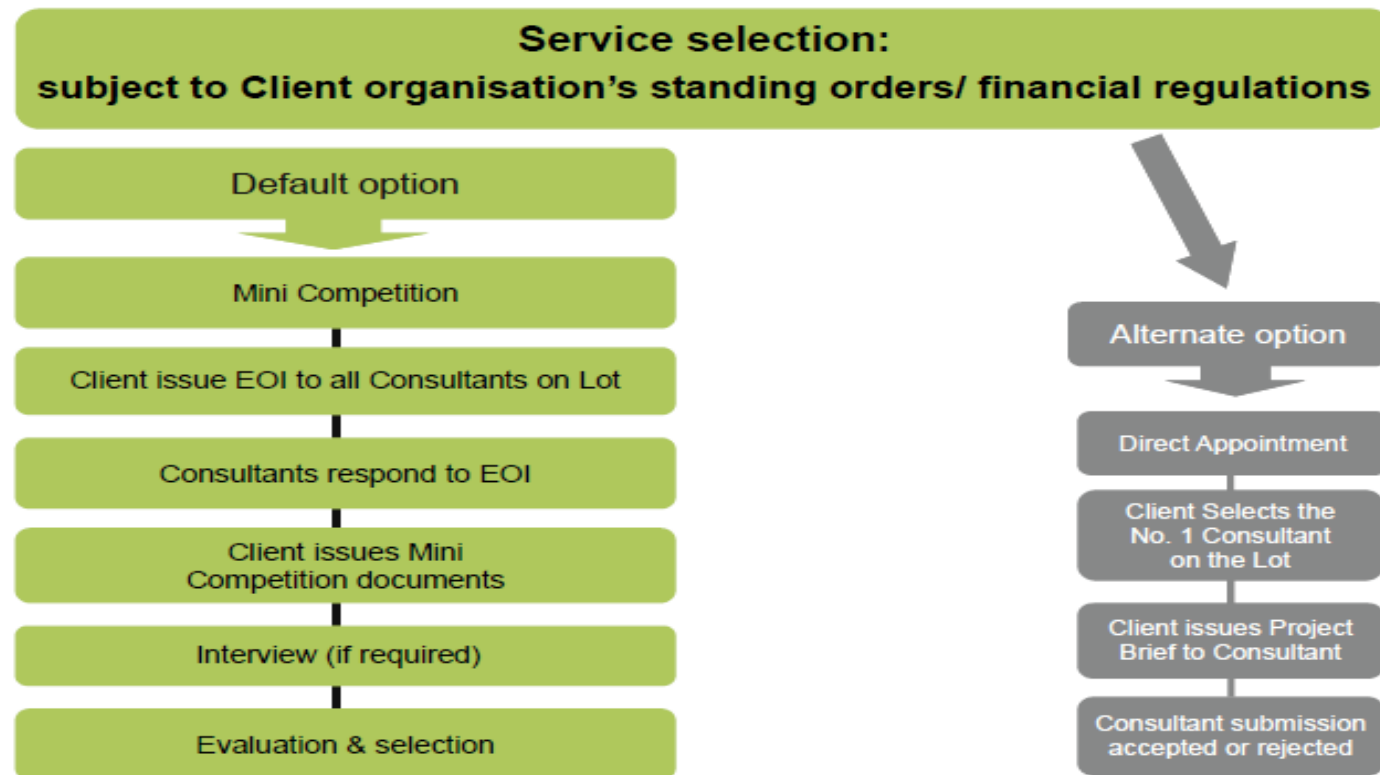
EPS – A Brief Outline & Scope of Services

2. Direct Appointment (Alternate Option)

- Client is satisfied that the first ranked consultant from the Lot is relevant to their needs, suits their purpose and also that the principle of Direct Appointment is compliant with their organisation's financial and procurement rules.
- Client issues a brief / service requirement to the consultant, and asks them for a service proposal which may include:
 - CVs of personnel proposed to deliver the service
 - Method statement / programme of proposed service delivery
 - Commercial proposal based on stated framework rates for people proposed multiplied by the task time to undertake the delivery in line with the method statement
 - Commercial proposal could be either fixed price or an actual cost / maximum price, and evidenced to be based on framework rates
 - An informal interview / meeting could be held with the consultant to clarify issues / validate their proposal.

The client would then consider the proposal and accept or decline.

EPS – A Brief Outline & Scope of Services



Stakeholder Roles and Responsibilities

The three principal parties / stakeholders to this Framework are: Consultants appointed to the Framework; Clients who wish to select services from the Framework; and NWCH which has set up the Framework.

Consultants

- Support the NWCH brand and the ethos and objectives that it aspires to when selling services.
- Engage with clients in delivering services in accordance with the Framework Agreement and the protocols set out in this Guide.
- Fully embrace the ethos and objectives of the NWCH in delivering services in a truly collaborative manner, aimed at giving public sector clients value for money so that every public £1 spent will give maximum value / added value.
- Engage positively in EPS Framework review meetings with NWCH held every six months.
- Communicate with NWCH management as prescribed in this Guide by notifying their appointment and fee value for commissions, making quarterly returns re workload / payments received / statement of management fee (1%) rebate due for payment to NWCH, and giving feedback on each commission on client performance.
- Ensure that their services are procured in accordance with the terms of the EPS Framework Agreement and the appointment protocols stated in this Guide.

Stakeholder Roles and Responsibilities

Clients

- Sign an Access Agreement, a sample of which can be found at the end of this guide.
- Engage with Consultant Partners in selecting services in accordance with the EPS Framework Agreement, and the protocols set out in this Guide.
- Communicate with NWCH management as prescribed in this Guide in terms of notifying your appointment of a consultant and fee value for commission and giving feedback on each commission on Consultant Partner performance.
- Provide supplementary financial checks at the time of selection to satisfy your organisation that the financial status of Consultant Partners under consideration remains positive at that time.
- Improve service by discussion and debate with NWCH.

NWCH

- Procure the EPS Framework.
- Facilitate and administer the online process of client's engagement to access and select professional services.
- Provide advice on the use of the EPS Framework.
- Process performance feedback from Clients and Consultant Partners and make that information available in the interests of all parties.
- Review the operation and performance of the EPS Framework.
- Recognise good performance.
- Monitor and deal with underachievement appropriately.
- Re-tender the EPS Framework

Client Engagement with the EPS Framework and NWCH

Process for engagement

- Read and understand this entire document.
- Select consultants in a manner compliant with the EPS Framework Agreement and protocols set out in this Guide (see specifically Service Selection in the EPS - A Brief Outline section of this Guide).
- Notify NWCH of details of Consultant Partner appointment;
- Offer performance feedback per appointment of each Consulting Partner.

Consultant Partner Engagement with Client

Process for engagement

- Take receipt of an EOI from a client / prospective client and respond in a manner compliant with the EPS Framework Agreement and protocols set out in this Guide (see specifically Service Selection in the EPS - A Brief Outline section of this Guide).

Consultant Partner Engagement with NWCH

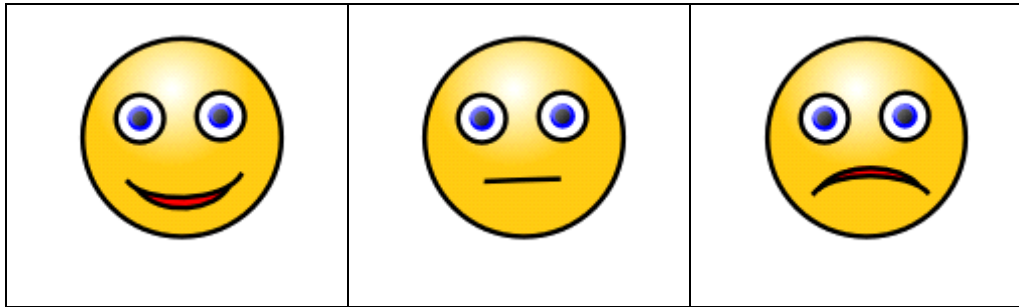
Process of Engagement

- Notify NWCH of details of each appointment by a client
- Make quarterly returns re workload / payments received / statement of management fee (1%) rebate due for payment to NWCH via pro forma process
- Attend an EPS Framework Review meeting, held every six months;
- Performance feedback of client per appointment via pro forma process

For any other queries that are not dealt with in this Guide, please contact nwch@manchester.gov.uk

Performance Management

NWCH hopes that this EPS Framework satisfies both clients and Consultant Partners. To evidence performance, NWCH has set up a simple indicator (see below), to be supported by brief comments, via a pro forma process.



A good client is as important as a good consultant in achieving the best possible outcome from any given commission. To that end, performance indicators are required from both parties as follows:

- Client measures performance of Consultant;
- Consultant measures performance of Client.

Good performance will be recognised; underachievement will be monitored and dealt with appropriately.

Performance Management

Frequency of Performance Indicator Feedback

- First feedback – Three months after appointment
- Second feedback – No later than three months after commission completion

Communication of Performance Indicator Feedback

- Performance Indicator information will be made available and fed back into the Lot e-pack for consideration when making consultant partner selections.

Access Agreement

This Agreement is dated the **leave blank until signed by both sides** day of 2014

BETWEEN:

- (1) **THE COUNCIL OF THE CITY OF MANCHESTER** of PO Box 532, Town Hall, Albert Square Manchester M60 2LA trading as the North West Construction Hub ("the NWCH")
- (2) **insert name of organisation** of **insert address** ("the Client")

BACKGROUND:

- A. The NWCH entered into a Framework Agreement dated 2nd November 2012 for the provision of Engineering and Professional Services ("the Framework Agreement").
- B. The Consultants appointed under that framework are listed in the OJEU Contract Award Notice dated 4th August 2012 ref 2012/S 149-248605 (hereafter referred to as the "Framework Partner").

Access Agreement

B The Client is a 3rd party organisation referred to and set out in the OJEU Notice Ref: 2010/S188-287528 dated 28th September 2010 as amended by OJEU Notices Ref's 2010/S201-305644 (15th October 2010) and 2010/S209-318273 (27th October 2010) and who may wish to drawdown Engineering and Professional Services under the Framework Agreement .

In consideration of the obligations set out in this Agreement and the payment of £1 by the Client to the NWCH, receipt of which is hereby acknowledged **IT IS AGREED AS FOLLOWS:**

1. Unless otherwise specified in this Agreement all words, expressions and meanings shall have the same meaning as those set out in the Framework Agreement.
2. Any drawdown of services under the Framework Agreement shall be subject to the Client entering into the prescribed form of Contract with the Framework Partner. Each drawdown Contract entered into by the Client and the Framework Partner must be specific to the services being provided to the Client inclusive of the Lot, discipline and requisite contract values set down within the Lots.

Access Agreement

3. The Client confirms and agrees that it:

- 3.1. has been supplied with and/or has accessed via the NWCH's internet portal a copy of the Framework Agreement and a copy of the NWCH drawdown Contract together with the document entitled "User Guide" and the Client has read and understood the terms therein;
- 3.2. will let a Contract and select a Framework Partner in a manner that is compliant with the Public Contract Regulations 2006 (as amended) and the Framework Agreement;
- 3.3. will notify NWCH of the details of any Framework Partner it appoints under a Contract;
- 3.4. will ensure that where a drawdown of services by the Client under the Framework is made via an initial order and/or purchase order, the Client shall immediately thereafter enter into a Contract in respect of that drawdown;
- 3.5. shall provide to the framework management team performance feedback for each individual appointment made by it of the respective Framework Partner.

Access Agreement

4. The Client acknowledges that NWCH shall have no liability to the Client under this Access Agreement or otherwise in respect of the provision of any services by a Framework Partner to the Client. The suitability of the terms of this Access Agreement, the Framework Agreement and/or any drawdown Contract shall be entirely the responsibility of the Client.
5. The Client shall indemnify the Council from and against any and all claims arising from any drawdown Contract that it enters into with a Framework Partner.
6. The Client shall not during the period of the Framework or any Contract or at any time thereafter make use for its own purposes or disclose to any person (except as may be required by law or to its professional advisers for the purposes of this Contract or for the proper performance of the Services) any contract documents or any confidential, secret or proprietary information therein or in any material provided by the NWCH or the Framework Partner to the Client pursuant to the Framework Agreement and/ or any Contract or prepared by the Framework Partner pursuant to the Contract all of which information (including any information disclosed regarding the tender and tender prices) shall be deemed to be and to remain confidential, secret and proprietary.

Access Agreement

NWCH OBLIGATIONS

7. The Council of the City of Manchester trading as the North West Construction Hub shall:
 - 7.1 provide guidance and advice requested by the Client on the application and use of the Framework; and
 - 7.2 process performance management feedback from the Client and the Framework Partner and make such information available on the Framework performance management engine in the interests of all parties; and
 - 7.3 identify good performance by the Framework Partner and monitor and deal with any poor performance levels or issues.

TERM

8. This Agreement shall take full force and effect on the date of signature of this Agreement and shall continue until expiry or earlier termination of the Framework Agreement or termination of this Agreement under clause 9.

Access Agreement

TERMINATION

9. This Agreement may be terminated by either party upon serving three (3) months written notice on the other party.

NOTICES

10. Any notice given under this Agreement shall be in writing and served upon the recipient personally by hand delivery or by first class recorded delivery or special delivery post and shall be deemed served on the day of delivery if delivered by hand or 48 hours after posting if sent by recorded or special delivery post, the address for service of each party shall in the case of the NWCH, be to the Director of the NWCH's Service Department and in the case of the Client to **insert job title of appropriate SRO** at the address stated above.

ENTIRE UNDERSTANDING

11. This Access Agreement constitutes the entire understanding between the Client and the NWCH for accessing and drawing down services from the Framework.

Access Agreement

LAW AND GOVERNANCE

12. This Agreement shall be governed by and construed in accordance with English law and the English Courts shall have exclusive jurisdiction with regard to all matters arising from it.

Signed on behalf of the NWCH by:

Signed on behalf of the Client by:

.....

Authorised Signatory

.....

Authorised Signatory

Print name:

Print name:

Position:

Position: